

1 **PERKINS COIE LLP**
 2 CHRISTOPHER KAO (No. 237716)
 3 ckao@perkinscoie.com
 4 BRIAN P. HENNESSY (No. 226721)
 5 bhennessy@perkinscoie.com
 6 J. PATRICK CORRIGAN (No. 240859)
 pcorrigan@perkinscoie.com
 3150 Porter Drive
 Palo Alto, CA 94304
 Telephone: 650.838.4300
 Facsimile: 650.838.4595

7 Attorneys for Plaintiff
 8 craigslist, Inc.

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

11
 12 CRAIGSLIST, INC., a Delaware
 13 corporation,

14 Plaintiff,

15 v.

16 3TAPS, INC., a Delaware corporation;
 17 PADMAPPER, INC., a Delaware
 corporation; and Does 1 through 25,
 inclusive,

18 Defendants.

Case No. **CV 12 3816**

COMPLAINT FOR:

LB

- (1) Copyright Infringement
- (2) Contributory Copyright Infringement
- (3) Breach of Contract
- (4) Federal Trademark Infringement
- (5) Federal False Designation of Origin
- (6) Federal Dilution of a Famous Mark
- (7) Federal Cyberpiracy Prevention
- (8) California Trademark Infringement
- (9) Common Law Trademark Infringement
- (10) California Unfair Competition

DEMAND FOR JURY TRIAL

1 Plaintiff craigslist, Inc. (“craigslist”), by and through its undersigned counsel, for its
2 Complaint against Defendants 3Taps, Inc. (“3Taps”) and PadMapper, Inc. (“PadMapper”), asserts
3 as follows.

4 INTRODUCTION

5 1. craigslist provides local community classifieds, largely without charge and free
6 from third-party advertising and marketing. Many tens of millions of users rely on these unique
7 marketplaces for finding and/or offering basic necessities in their local area, such as employment,
8 housing, transportation, used goods, services, romance, friendship, and community information.

9 2. For their own commercial benefit, Defendants 3Taps and PadMapper are
10 unlawfully and unabashedly mass-harvesting and redistributing postings entrusted by craigslist
11 users to their local craigslist sites. This exploitation of craigslist content undermines the integrity
12 of local craigslist communities, ultimately harming both craigslist and its users.

13 3. 3Taps, for example, boasts that it mass copies tens of millions of postings from
14 craigslist in “real time” and stores them in its own database. 3Taps makes this misappropriated
15 content available via an “Application Programming Interface” (API) to whomever and on
16 whatever terms 3Taps chooses. All the original and often highly personal content craigslist users
17 entrust to their local craigslist sites, along with their contact information, is thereby made
18 available to all manner of for-profit entities to copy, repurpose, redisplay, redistribute, surround
19 with advertisements, expose to non-local audiences, subject to marketing come-ons, disturb with
20 unsolicited communications, and otherwise exploit commercially.

21 4. Using its own API, 3Taps operates trademark-infringing craiggers.com, which
22 unlawfully redisplay and facilitates national searches of craigslist’s local content, thereby
23 undermining the essential locality of craigslist community sites. 3Taps also distributes an
24 unlicensed craiggers mobile application for the iPhone that redisplay craigslist content.

25 5. In addition, 3Taps actively encourages and enables other companies to unlawfully
26 exploit misappropriated craigslist content. Defendant PadMapper is one example. It competes
27 with craigslist unfairly by offering an apartment search service at padmapper.com that is largely
28 based upon craigslist postings acquired from 3Taps’ illegitimate store.

8. Defendants are wrong. craigslist provides a unique and highly valued service to its users, and has every right to limit the copying and distribution of craigslist content. Doing so protects craigslist and its community of users alike. 3Taps and PadMapper cannot usurp or misappropriate that right, particularly for their own commercial gain.

JURISDICTION AND VENUE

25 13. In addition, craigslist's Terms of Use ("TOU") governing all users', and
26 specifically, Defendants', access to and use of the craigslist website and craigslist's services
27 provide that courts located within the county of San Francisco, California, shall have exclusive
28 jurisdiction over the relationship between craigslist and Defendants.

8 THE PARTIES

13 18. PadMapper, Inc. is a Delaware corporation, with its principal place of business in
14 Mountain View, California.

21 **FACTS**

26 21. Today craigslist ranks third among American Internet companies for web traffic
27 (after Facebook and Google), and is in the top ten worldwide, with hundreds of billions of page

1 views served annually. More than 60 million Americans visit craigslist each month, and they
2 collectively post several hundred million classified ads each year.

3 22. craigslist continues to maintain its headquarters in San Francisco, California. San
4 Francisco is the center of craigslist's operations.

5 23. The greater Bay Area, and specifically San Francisco, remains one of the largest
6 and most active communities of craigslist users.

7 **A. The craigslist Classified Ad Service.**

8 24. craigslist enables authorized users to post localized classified advertising on its
9 website.

10 25. This classified ad service is organized first by geographic area, and then by
11 category of product or service within that geographic area. The myriad categories provided by
12 craigslist include everything from job postings, buying and selling of used goods, housing
13 opportunities (sale, buy, rent, etc.), personals ads for friendship and romance, and a wealth of
14 community-centric information and advice. It is literally a "one stop shop" for every sort of local
15 classified listing and associated communication that a user may want or need.

16 26. Users post ads on craigslist by first navigating the craigslist website to the
17 homepage for the geographic area in which they wish to post, which is generally the geographic
18 area in which they reside. From that homepage, a user seeking to post an ad must click a link
19 titled "post to classifieds."

20 27. Users choose the type of posting they want to place from a list designed and
21 presented by craigslist for that geographic area (for example, job offered, housing offered,
22 housing wanted, for sale, item wanted, personal/romance, or community). A yellow highlighted
23 notice at the top of this webpage reminds users, as stated in the TOU, that "cross-posting to
24 multiple cities or categories is not allowed." craigslist requires this in its TOU in order to keep
25 craigslist as user-friendly as possible—otherwise identical postings would appear numerous times
26 throughout the site in categories and in geographic locations that do not really apply, clogging the
27 site with postings that users do not want to view.

1 28. After selecting the type of posting, the user is presented with a list of categories for
2 posting ads in that geographic area (for example, categories under “for sale” ads include, without
3 limitation, auto parts, bicycles, boats, collectibles, electronics, jewelry, musical instruments, and
4 tools), and must select the appropriate category for his or her ad.

5 29. After selecting the appropriate category, the user specifies from a list the nearest
6 location within the geographic area, but a notice at the top of this webpage also alerts the users
7 that “there is no need to cross-post to more than one area - doing so may get you flagged and/or
8 blocked - thanks!”

9 30. On the subsequent page, the user creates a unique classified ad. Ads typically
10 include a title, description and other relevant details about whatever the user placing the ad may
11 be offering or seeking, and often include an e-mail address for replies. Most e-mail addresses are
12 supplied by craigslist with a unique, anonymizing proxy address to protect user anonymity.
13 craigslist’s servers automatically forward e-mails sent to the unique proxy e-mail address to the
14 poster’s actual e-mail account, which users provide during the posting process.

15 31. Before craigslist posts the ad to its website, the user is required affirmatively to
16 accept craigslist’s TOU and confirm craigslist’s exclusive rights to the user-generated content.

17 32. If the user chooses not to accept the TOU or does not confirm craigslist’s
18 exclusive rights to the user-generated content, the ad is not posted.

19 33. Posted ads are listed in a product or service category by a descriptive title created
20 by the user that posted the ad. craigslist includes a copyright notice in every post.

21 34. craigslist registers its intellectual property, including its website and the posts
22 contained within, under United States and foreign law to protect against unauthorized copying or
23 distribution.

24 35. craigslist has a program pursuant to which its user-generated content may be
25 licensed by third-party companies that facilitate craigslist access from mobile devices. Each of
26 these mobile application providers agrees to and is bound by important and substantial restrictions
27 on the manner in which craigslist may be accessed its content used. Defendant PadMapper was
28 offered a license to such content, but did not accept the terms.

B. The craigslist Terms of Use.

36. craigslist's TOU explain that users are granted a limited and revocable license to access and use craigslist in accordance with its terms. They state that if users "access craigslist or copy, display, distribute, perform or create derivative works from craigslist webpages or other [craigslist] intellectual property in violation of the TOU or for purposes inconsistent with the TOU, [that] access, copying, display, distribution, performance or derivative work is unauthorized."

37. The TOU identify specific types and examples of access and use that are unauthorized.

38. Any copying, aggregation, display, distribution, performance or derivative use of craigslist or any content posted on craigslist whether done directly or through intermediaries (including but not limited to by means of spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds) is prohibited.

39. Any access to or use of craigslist to design, develop, test, update, operate, modify, maintain, support, market, advertise, distribute or otherwise make available any program, application or service that enables or provides access to, use of, operation of or interoperation with craigslist is prohibited.

40. Any activities (including but not limited to posting voluminous content) that are inconsistent with use of craigslist in compliance with the TOU or that may impair or interfere with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality of all or any part of craigslist in any manner are expressly prohibited.

C. The craigslist Copyrights.

41. The craigslist website is uniquely distinctive in its simplicity and efficiency. Among the significant original elements of the craigslist website are the simple and uncluttered page layout and organization, the account registration, log-in and posting features, and the clear and straightforward design of craigslist postings.

42. The originality, simplicity, and clarity of the craigslist website are fundamental to craigslist's reputation and garner substantial and valuable goodwill with users.

43. In addition, each user-generated posting on the craigslist website is itself an original work of creative expression, as it includes unique written descriptions of the goods or services offered for sale, for example, and often include photographs or other creative works.

44. craigslist either owns or has exclusive rights to all right, title, and interest, including all copyrights, in and to its website and all portions thereof, including but not limited to the user-generated postings on its website (collectively, the "Copyrighted Works").

45. craigslist's U.S. copyright registrations include Reg. Nos., TX0006866657, TX0006866658, TX0006866660, TX0006866661, and TX0006866662.

46. On July 19 and 20, 2012, craigslist submitted additional applications to the Copyright Office for copyright registration.

47. On July 20, 2012, prior to the filing of this Complaint, the Copyright Office confirmed its receipt of craigslist's applications.

D. The craigslist Trademarks.

48. craigslist is the owner of U.S. Registrations Nos. 2395628, 2905107, 2985065, and 3008562 for the CRAIGSLIST mark, covering, *inter alia*, "[a]dvertising and information distribution services," "online interactive bulletin boards for transmission of messages among computer users concerning classified listings," and "on-line computer data bases and on-line searchable databases featuring information, classified listings and announcements." craigslist has also registered the CRAIGSLIST mark in many other countries throughout the world.

49. The CRAIGSLIST mark has been used in commerce by craigslist since 1995. craigslist's use has been substantially continuous and exclusive. craigslist therefore owns common law rights in the CRAIGSLIST mark.

50. craigslist has attained strong name recognition in the CRAIGSLIST mark. The mark has come to be associated with craigslist and identifies craigslist as the source of advertising, information, bulletin board, database, and other services offered in connection with the mark.

51. The CRAIGSLIST mark appears repeatedly in every single craigslist post, and throughout nearly every page on its websites, worldwide.

52. craigslist has also developed substantial goodwill in the CRAIGSLIST mark.

53. The CRAIGSLIST mark is among craigslist's most important and valuable assets.

E. The Defendants' Unlawful Activities.

a. 3Taps.

54. 3Taps' sole business appears to be copying and capitalizing upon all of craigslist's protected content.

55. 3Taps apparently formed initially with the idea of creating a resource to aggregate data from a variety of sources. Its original website, for example, identifies craigslist as just one of the companies whose data 3Taps intended to copy:



Figure 1
(3taps.com, July 2011)

56. Recently, however, 3Taps changed its entire focus to profiting from the unlawful distribution of content from craigslist, and has modified its website accordingly:

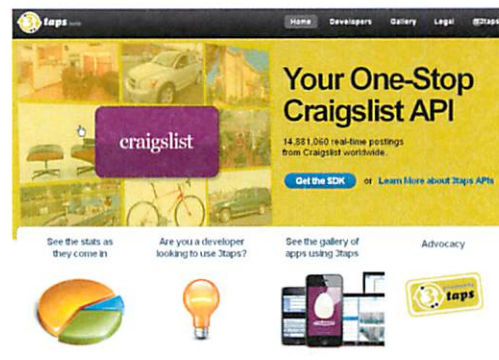


Figure 2
(3taps.com, July 19, 2012)

57. As suggested by its website, 3Taps copies all of craigslist's content—

including time stamps and unique craigslist user ID numbers—and makes it available to third parties for use in competing websites or, for whatever other purpose they wish. On information and belief, 3Taps is obtaining this content by improperly accessing craigslist's website and "scraping" content.

58. 3Taps expressly claims to offer a "One-Stop Craigslist API" for third parties to access craigslist content, where craigslist has specifically chosen not to do so, thus usurping craigslist's exclusive right to offer an API and control the distribution of its content.

59. In addition, 3Taps' craiggers.com website is built upon the API created by 3Taps and essentially replicates the entire craigslist website.

60. The craiggers website displays craigslist's copyrighted content in virtually identical visual fashion to the manner in which they appear on craigslist:

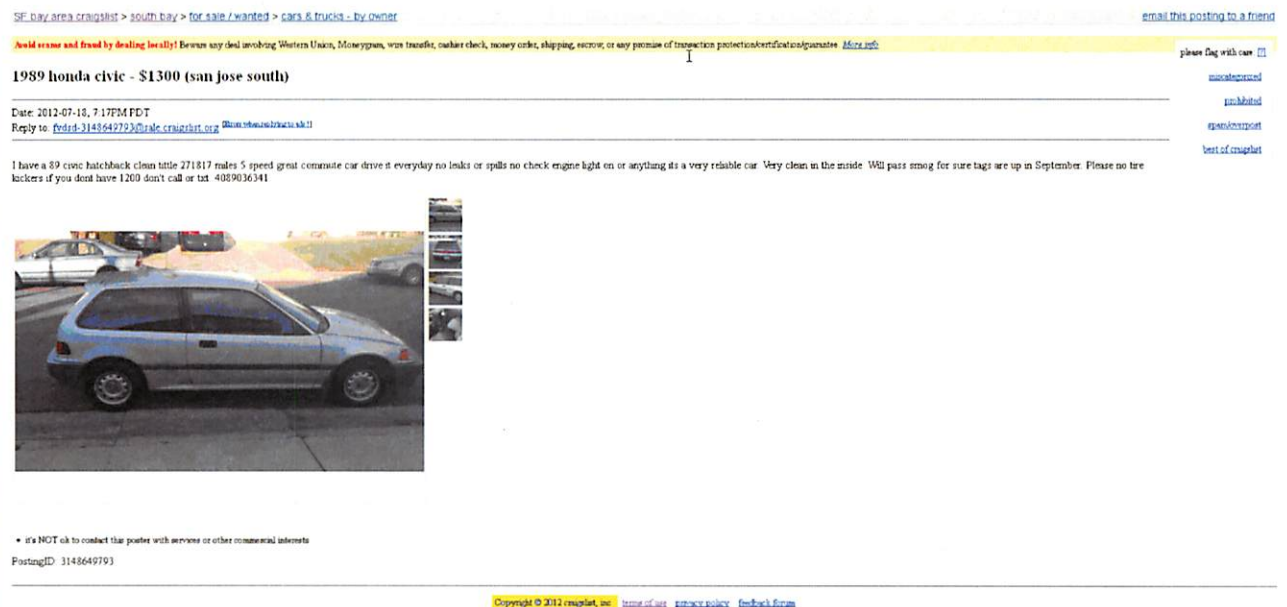


Figure 3
(craigslist.org, July 18, 2012)

Wed Jul 18 2012 19:17:00 GMT-0700 (Pacific Daylight Time)
 reply to: fvdsd-3148649793@sale.craigslist.org

MESSAGE ME

forsale cars & trucks - all cars & trucks - by owner
 california san francisco bay area south bay san jose south

\$1,400



I have a 89 civic hatchback clean title 271817 miles 5 speed great commute car drive it everyday no leaks or spills no check engine light on or anything its a very reliable car. Very clean in the inside. Will pass smog for sure tags are up in September. Please no tire kickers if you dont have 1200 don't call or txt. 4089036341



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

powered by 3taps

Figure 4
 (craiggrs.com, July 18, 2012)

61. The one distinguishable feature between craigslist's postings and the postings displayed by craiggrs is the deletion of craigslist's copyright notice and insertion in its place of a blithe and false declaration that the content misappropriated from craigslist is *not* copyrighted and is "powered by 3Taps":

• it's NOT ok to contact this poster with services or other commercial interests
 PostingID: 3148649793

Copyright © 2012 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)

Figure 5
 (craigslist.org ad)



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

powered by 3taps

Figure 6
 (craiggrs.com ad)

62. craiggrs does not only copy all of craigslist's posts. The craiggrs website also copies key design elements of the craigslist website. Examples include the following:



Figure 7
(craigslist.com, July 18, 2012)

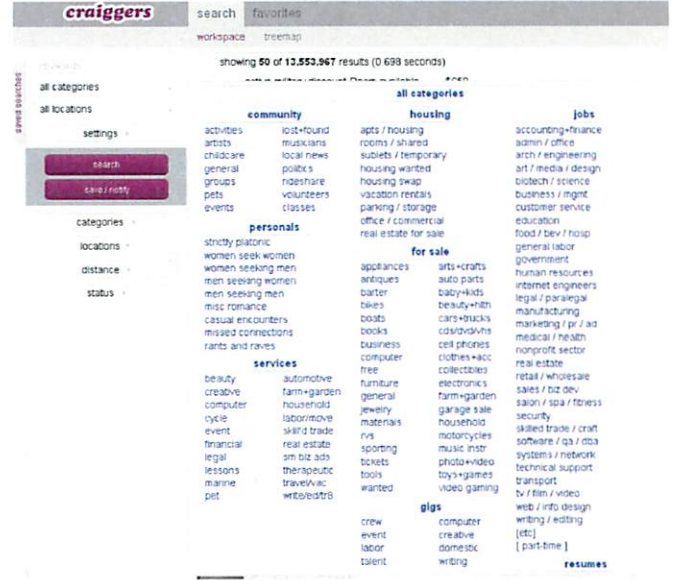


Figure 8
(craigggers.com, July 18, 2012)

63. 3Taps also offers a craigggers mobile phone application that displays copied craigslist content.

64. By this conduct, 3Taps is engaged in the unauthorized reproduction, display, advertising, marketing, and distribution of craigslist's copyrighted material, in violation of U.S. copyright law and craigslist's TOU. 3Taps' unauthorized use of craigslist's copyrighted material is ongoing.

65. As illustrated above, 3Taps has also used the famous CRAIGSLIST mark on its website without authorization to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

66. 3Taps also makes unauthorized use of the famous CRAIGSLIST mark in its competing craigggers website in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

67. Examples of 3Taps' unauthorized use of the CRAIGSLIST mark on the craiggers website include the following:



Figure 9
(craiggers.com, July 18, 2012)

68. At no time has craigslist authorized or consented to 3Taps' use of the CRAIGSLIST mark or any other craigslist intellectual property.

69. On March 7, 2012, craigslist informed 3Taps of its unlawful activities relating to craigslist, but since then those activities have continued unabated.

b. PadMapper.

70. PadMapper is a direct competitor to craigslist's real estate listings services. It provides searchable real estate rental listings for cities all over the United States and in the United Kingdom. The vast majority of PadMapper's content, however, is real estate ads copied directly from craigslist.

71. The PadMapper website located at padmapper.com has features for aggregating craigslist posts, favoring and saving posts and searches, and other features that craigslist prohibits on its website. It also aggregates craigslist posts with content from other sites, facilitating cross-posting of listings to craigslist.

72. On information and belief, like 3Taps, PadMapper initially populated the padmapper.com website by scraping craigslist's content directly from the craigslist website. craigslist sent PadMapper a cease and desist letter explaining that PadMapper's conduct violated the law and craigslist's TOU.

73. PadMapper initially complied with the cease and desist request and stopped populating its website with craigslist content for several weeks beginning in late June 2012. The

1 padmapper.com site traffic plummeted drastically, reflective of the fact that the vast majority of
2 PadMapper's traffic is owed to craigslist's content.

3 74. Recently, however, PadMapper decided to resume utilizing craigslist content, this
4 time obtained from 3Taps. On July 9, 2012, PadMapper announced it was "Bringing Craigslist
5 Back" to the site.

6 75. Since that time padmapper.com has been populated largely with misappropriated
7 craigslist content provided by 3Taps.

8 76. The craigslist postings displayed by PadMapper are identical to the craigslist
9 postings as they appear on craigslist's website, except for the addition of a "PadMapper Bar" to
10 the left of the ad:

11 [house for rent](#) • [houses](#) • [rooms & shares](#) [send this posting to a friend](#)

12 [Building a documentary preference in a housing unit is illegal - please don't discriminate as prohibited](#) [posting with new ID](#)

13 [Avoid a scam and find by finding locally!](#) I have my apartment building (Houses, Houses, my house, is a beautiful house who is in the country or rural and you to person, like or not).

14 **\$600 1 BR in Quiet House next to Open Space (South Boulder)** [modified](#)

15 Date: 2012-07-16, 4:17PM MDT [comment](#)



16 Reply to: [james-3143709351@boston.craigslist.org](#) [list of replies](#)

17 Roommate is moving suddenly and is relocating out of state and we need to fill her spot in our 3 BR house by AUG 1st!

18 We are two and sometimes had working and fun-loving people (one guy, one girl) looking for another chill person to move into the master bedroom in our rented house in South Boulder. The room has a new screened balcony, and a HDGE with an closet. The staying roommates have both been in this spot for several years and love the location, the house, and the peace of mind that comes from coming home to a nice place after working some what long hours. The is a washer that often works dodgy, and is a graduate student finishing up her MFA at CU. They both are not in the house often, but treat the space with respect, care, and consideration. We also get along well, and are really good at communicate space needs with each other often things come up. Also, there are two very smart and adorable cats that love mostly downtown, so if you have allergies beware (and if you like cats, these 12 guys rule). Attached to the house is really nice patio (see pic) that is really lovely in all seasons - warm, and has room for planting your own vegetation if you'd like! We are literally 2 minutes from several south boulder trail heads, and an easy 20 min HEP bus ride into downtown (seriously, it's amazing how quiet and easy to commute this place is).

19 You should be a laid back person (guy or girl) who doesn't mind sharing a bathroom upstairs with a courteous and quiet guy. We are both creative people, and like to surround ourselves with the same, however we're both super open minded and tend to get along with all types of people, as long as they are open and honest with us. The building is rented from a really nice and hands off leasing office and we split all the bills down the middle which on a monthly average are less than \$100 (including water/sewer, electricity, gas, and fast internet).

20 We'd love to hear from you if you have more questions, and if you're interested we can get you better quality images of the space (had to rush a little since the move out is unfortunately sudden).
Hope to hear from you!

21  

22 3582 Inaugural Way (near 38th/39th)

23 • Location: South Boulder

24 • It's NOT ok to contact this poster with offers or other commercial interests

25 PostingID: 3143709351

26 Copyright © 2012 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback](#)

21 Figure 10
22 (craigslist.org, July 18, 2012)

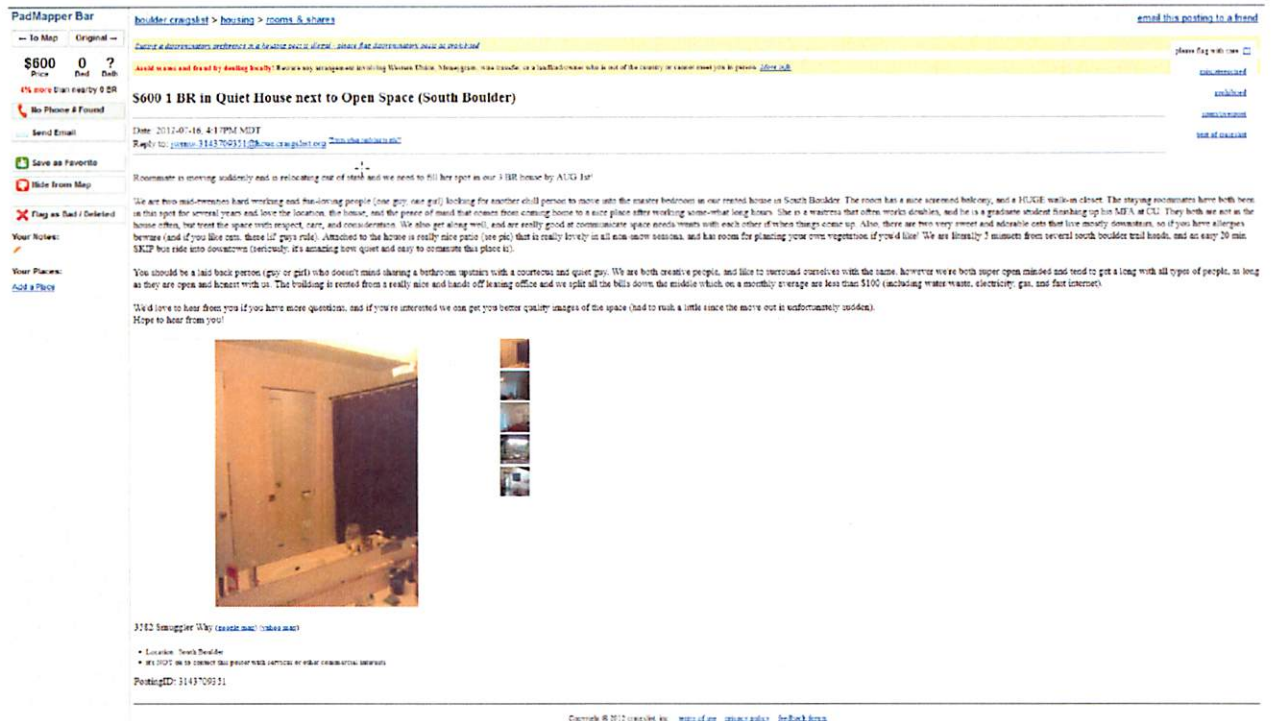


Figure 11

(padmapper.com, July 18, 2012)

77. As the above example illustrates, the craigslist copyrighted content displayed by PadMapper includes craigslist's copyright notice.

78. PadMapper, like 3Taps, has used and continues to use the famous CRAIGSLIST mark in commerce on its website at padmapper.com, without authorization, to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

79. At no time has craigslist authorized or consented to PadMapper's use of the CRAIGSLIST mark or any other craigslist intellectual property.

80. On information and belief, PadMapper derives revenue from real estate listings through its PadLister service that originate separate and apart from craigslist. PadLister charges some fees now for its real estate listings service and "reserve[s] the right to charge for things that are currently free in the future."

81. The only reason PadMapper is able to generate revenue from its PadLister service is the traffic that it generates on PadMapper from unlawfully using copied craigslist ads.

c. Other 3Taps Subscribers.

82. On information and belief, the number of entities accessing and utilizing 3Taps' copied craigslist content is beginning to grow rapidly.

83. At least the following 3Taps' users appear to be accessing craigslist's copyrighted content through 3Taps: cmscommander.com, coinzilla.com, craigslist.com, corvairproject.com, jaxed.com, rentvalet.us, searchtempest.com, sittingaround.com, and snapstore.me. In addition, a number of mobile applications also appear to be accessing craigslist's copyrighted content through 3Taps, including the HuntSmartly mobile application.

84. If 3Taps' unauthorized and illegal copying and distribution of craigslist's content does not stop, then the list of entities illicitly using craigslist's content will continue to grow to the further detriment of craigslist, its website, and its users.

FIRST CLAIM FOR RELIEF
Copyright Infringement as to all Defendants
17 U.S.C. § 101, *et seq.*

85. craigslist realleges and incorporates by reference all of the preceding paragraphs.

86. Each of the Copyrighted Works constitutes an original work of authorship and copyrightable subject matter under the laws of the United States.

87. craigslist either owns or has exclusive rights to all right, title, and interest in and to each of the Copyrighted Works.

88. Defendants had and have access to the Copyrighted Works.

89. Defendants have copied, reproduced, prepared derivative works from, distributed copies to the public and/or displayed publicly the Copyrighted Works without the consent or authority of craigslist, thereby directly infringing craigslist's copyrights.

90. Defendants' copies, reproductions, derivative works, distributions, and displays are identical and/or substantially similar to the Copyrighted Works.

91. The foregoing acts of Defendants constitute copyright infringement of craigslist's exclusive rights in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

92. Defendants' actions were and are intentional, willful, wanton and performed in disregard of craigslist's rights.

93. craigslist has been and will continue to be damaged, and Defendants have been unjustly enriched, by Defendants' unlawful infringement of craigslist's website in an amount to be proven at trial.

94. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

95. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

SECOND CLAIM FOR RELIEF
Contributory Copyright Infringement as to 3Taps

96. craigslist realleges and incorporates by reference all of the preceding paragraphs.

97. 3Taps provides its users with copies and/or derivative works of the Copyrighted Works without craigslist's consent.

98. 3Taps' users then copy, reproduce, prepare derivative works from, distribute copies to the public and/or display publicly the Copyrighted Works without the consent or authority of craigslist, thereby directly infringing craigslist's copyrights.

99. 3Taps has engaged and continues to engage in the business of knowingly and systematically inducing, causing, and/or materially contributing to unauthorized copying, reproduction, preparation of derivative works from, distribution of copies to the public and/or public display of the Copyrighted Works by 3Taps users and thus to the direct infringement of the Copyrighted Works.

100. 3Taps' conduct constitutes contributory infringement of craigslist's copyrights and exclusive rights under copyright in the Copyrighted Works in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

101. 3Taps' actions were and are intentional, willful, wanton and performed in disregard of craigslist's rights.

102. craigslist has been and will continue to be damaged, and 3Taps has been unjustly enriched, by 3Taps' unlawful infringement of the Copyrighted Works in an amount to be proven at trial.

103. 3Taps' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

104. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

THIRD CLAIM FOR RELIEF
Breach of Contract as to all Defendants

105. craigslist realleges and incorporates by reference all of the preceding paragraphs.

106. Use of the craigslist website and use of craigslist services are governed by and subject to the TOU.

107. At all relevant times, the main craigslist homepage and the homepage for each geographic region have provided links to the TOU that are prominently displayed.

108. craigslist users are presented with the TOU and must affirmatively accept the TOU to register for a craigslist account to post ads.

109. craigslist users are presented with the TOU and must affirmatively accept the TOU before they can post an ad without an account.

110. Defendants affirmatively accepted and agreed to the TOU by creating accounts and/or posting ads to craigslist.

111. Defendants regularly accessed the craigslist website and affirmatively accepted and agreed to the TOU to, among other things, test, design, and/or use the software that allows Defendants to provide their services.

112. Likewise, on information and belief, Defendants regularly accessed the craigslist website with knowledge of the TOU and its prohibitions against copying, aggregating, displaying, distributing, performing and derivative use of the craigslist website and any content posted on the craigslist website. On information and belief, despite their knowledge of this prohibition, Defendants regularly accessed the craigslist website and copied, aggregated, displayed, distributed, and made derivative use of the craigslist website and the content posted therein.

113. The TOU are binding on Defendants.

114. Defendants' actions, as described above, have willfully, repeatedly and systematically breached the TOU.

115. craigslist has performed all conditions, covenants, and promises required of it in accordance with the TOU.

116. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

117. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOU, attorneys' fees, costs and/or other equitable relief.

FOURTH CLAIM FOR RELIEF
Federal Trademark Infringement as to all Defendants
15 U.S.C. § 1114

118. craigslist realleges and incorporates by reference all of the preceding paragraphs.

119. craigslist owns U.S. Registrations Nos. 2395628, 2905107, 2985065, and 3008562 for the CRAIGSLIST mark.

120. Defendants' use of the CRAIGSLIST mark is without the permission of craigslist.

121. Defendants' use of the CRAIGSLIST mark in interstate commerce constitutes a reproduction, counterfeit, copy, or colorable imitation of a registered trademark of craigslist in

1 connection with the sale, offering for sale, distribution, or advertising of goods or services on or
 2 in connection with which such use is likely to cause confusion or mistake, or to deceive. For
 3 example, users of Defendants' websites are likely to be confused as to whether Defendants'
 4 websites and services are associated or approved by craigslist.

5 122. As a direct and proximate result of Defendants' misconduct, craigslist has been,
 6 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
 7 unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled
 8 to injunctive relief as set forth herein.

9 123. As a direct and proximate result of Defendants' misconduct, craigslist has suffered
 10 and is entitled to monetary relief in an amount to be proven at trial.

11 124. Defendants' misconduct has been and is knowing, deliberate, and willful.
 12 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an
 13 exceptional case and entitles craigslist to its reasonable attorneys' fees.

14 **FIFTH CLAIM FOR RELIEF**
 15 **Federal False Designation of Origin as to all Defendants**
 16 **15 U.S.C. § 1125(a)**

17 125. craigslist realleges and incorporates by reference all of the preceding paragraphs.

18 126. The general consuming public of the United States widely recognizes the
 19 CRAIGSLIST mark as designating craigslist as the source of services.

20 127. Defendants' unauthorized use of the CRAIGSLIST mark in interstate commerce is
 21 likely to cause confusion, deception, and mistake by creating the false and misleading impression
 22 that Defendants' products or services are provided by craigslist, associated or connected with
 23 craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of 15
 24 U.S.C. § 1125(a). For example, users of Defendants' websites are likely to be confused as to
 25 whether Defendants' websites and services are associated or approved by craigslist.

26 128. Defendants' misconduct resulting in such likelihood of confusion, deception, and
 27 mistake will continue unless enjoined by this Court.
 28

129. As a direct and proximate result of Defendants' misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled to injunctive relief as set forth herein.

130. As a direct and proximate result of Defendants' misconduct, craigslist has suffered and is entitled to monetary relief under 15 U.S.C. § 1117, including profits, damages, and costs of the action.

131. Defendants' misconduct has been and is knowing, deliberate, and willful. Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an exceptional case and entitles craigslist to its reasonable attorneys' fees.

SIXTH CLAIM FOR RELIEF
Federal Dilution of a Famous Mark as to all Defendants
15 U.S.C. § 1125(c)

132. craigslist realleges and incorporates by reference all of the preceding paragraphs.

133. The CRAIGSLIST mark is a famous and distinctive mark, and is widely recognized by the general consuming public of the United States as a designation of source of craigslist's services.

134. The CRAIGSLIST mark was famous prior to the time Defendants commenced use of the CRAIGSLIST mark and their marks in commerce.

135. Defendants' websites display the CRAIGSLIST mark and craigslist website within their respective websites.

136. Defendants' use of the CRAIGSLIST mark is likely to cause dilution by blurring, by impairing the distinctiveness of the CRAIGSLIST mark, thereby damaging craigslist's goodwill and disparaging craigslist's rights in the CRAIGSLIST mark. For example, Defendants' use of the CRAIGSLIST mark in their websites is likely to reduce the distinctiveness of the CRAIGSLIST mark by reducing the general consuming public's association of the mark with craigslist's services. Defendants' acts and conduct are in violation of 15 U.S.C. § 1125(c).

137. In addition, 3Taps' use of the CRAIGGERS mark is likely to cause an association arising from the similarity between the CRAIGGERS mark and CRAIGSLIST mark that impairs

1 the distinctiveness of the CRAIGSLIST mark. 3Taps' use of the CRAIGGERS mark in
 2 commerce is likely to cause dilution by blurring of the famous CRAIGSLIST mark in violation of
 3 the Lanham Act, 15 U.S.C. §1125(c).

4 138. As a direct and proximate result of Defendants' misconduct, craigslist has been,
 5 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
 6 unless enjoined by this Court. This harm includes a reduction in the distinctiveness of the
 7 CRAIGSLIST mark and injury to craigslist's reputation that cannot be remedied through
 8 damages, and craigslist has no remedy at law. craigslist is therefore entitled to injunctive relief as
 9 set forth herein.

10 139. Defendants willfully intended to trade on craigslist's reputation or to cause dilution
 11 of the famous CRAIGSLIST mark and, therefore, craigslist is entitled to monetary relief under 15
 12 U.S.C. § 1117, including profits, damages, and costs of the action.

13 140. Defendants' misconduct has been and is knowing, deliberate, and willful.
 14 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an
 15 exceptional case and entitles craigslist to its reasonable attorneys' fees.

16 **SEVENTH CLAIM FOR RELIEF**
 17 **Federal Cyberpiracy Prevention as to 3Taps**
15 U.S.C. § 1125(d)

18 141. craigslist realleges and incorporates by reference all of the preceding paragraphs.

19 142. The CRAIGSLIST mark was famous and distinctive at the time craiggers.com was
 20 registered.

21 143. 3Taps, without regard to the products or services provided by craigslist and with a
 22 bad faith intent to profit from the CRAIGSLIST mark, has registered, trafficked in, and continues
 23 to use its domain name that is identical or confusingly similar to or dilutive of the CRAIGSLIST
 24 mark, in violation of the Lanham Act, 15 U.S.C. § 1125(d).

25 144. 3Taps' use of CRAIGGERS is likely to cause an association arising from the
 26 similarity between CRAIGGERS and CRAIGSLIST that impairs the distinctiveness of
 27 craigslist's famous mark.
 28

145. As a direct and proximate result of 3Taps' misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless the Court orders that the craiggers.com domain be forfeited or cancelled, or transferred to craigslist.

146. As a direct and proximate result of Defendants' misconduct, craigslist has suffered and is entitled to monetary relief under 15 U.S.C. § 1117, including profits, damages, and costs of the action.

147. Defendants' misconduct has been and is knowing, deliberate, and willful. Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an exceptional case and entitles craigslist to its reasonable attorneys' fees.

EIGHTH CLAIM FOR RELIEF
California Trademark Infringement as to all Defendants
Cal. Bus. & Prof. Code § 14245

148. craigslist realleges and incorporates by reference all of the preceding paragraphs.

149. Defendants' unauthorized use of the CRAIGSLIST mark in connection with the sale, offering for sale, distribution or advertising of their products or services is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants' products or services are provided by craigslist, associated or connected with craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of California Business & Professions Code Section 14245.

150. craigslist is informed and believes, and on that basis alleges, that Defendants' acts were, and are, in conscious and willful disregard of craigslist's trademark rights.

151. As a direct and proximate result of Defendants' misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless enjoined by this Court.

NINTH CLAIM FOR RELIEF
Common Law Trademark Infringement as to all Defendants

152. craigslist realleges and incorporates by reference all of the preceding paragraphs.

153. Defendants' unauthorized use of the CRAIGSLIST mark is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants' products or services are provided by craigslist, associated or connected with craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of the common law.

154. Defendants' misconduct resulting in such actual and likelihood of confusion, deception, and mistake will continue unless enjoined by this Court.

155. As a direct and proximate result of Defendants' misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless enjoined by this Court. Such harm includes damage to craigslist's rights in its marks, and to the business, positive reputation and goodwill of craigslist, which cannot be adequately compensated solely by monetary damages. craigslist therefore has no adequate remedy at law and seeks permanent injunctive relief.

156. As a direct and proximate result of Defendants' misconduct, craigslist has suffered and is entitled to monetary damages in an amount to be determined at trial.

TENTH CLAIM FOR RELIEF
California Unfair Competition
Cal. Bus. & Prof. Code § 17200, *et seq.*

157. craigslist realleges and incorporates by reference all of the preceding paragraphs.

158. By the acts described herein, Defendants have engaged in unlawful and unfair business practices that have injured and will continue to injure craigslist in its business and property, in violation of California Business and Professions Code Section 17200, *et seq.*

159. Defendants' acts alleged herein have caused monetary damages to craigslist in an amount to be proven at trial, and have caused and will continue to cause, irreparable injury to craigslist and its business, reputation, and trademarks, unless and until Defendants are permanently enjoined.

160. As a direct and proximate result of Defendants' conduct alleged herein, Defendants have been unjustly enriched and should be ordered to disgorge any and all profits earned as a result of such unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, craigslist prays that judgment be entered in its favor and against Defendants, as follows:

1. A preliminary injunction and permanent injunction enjoining and restraining all Defendants, their employees, representatives, agents, and all persons or entities acting in concert with them during the pendency of this action and thereafter perpetually from:

(a) Copying, reproducing, preparing derivative works from, distributing copies to the public, and / or publicly displaying the Copyrighted Works;

(b) Knowingly and systematically inducing, causing, and/or materially contributing to unauthorized copying, reproduction, preparation of derivative works from, distribution of copies to the public, and / or publicly displaying the Copyrighted Works;

(c) Using, authorizing the use of, copying, reproducing or imitating the CRAIGSLIST mark, or any confusingly similar or colorable imitation thereof;

(d) Accessing or using craigslist's website for any commercial purpose whatsoever.

2. An order requiring Defendants to destroy all documents, data, and other items, electronic or otherwise, in their possession, custody, or control, that infringe the copyrights and trademarks of craigslist.

3. An order requiring that the craiggers.com domain be forfeited or cancelled, or transferred to craigslist.

4. An award to craigslist of restitution and damages, including, but not limited to, liquidated, compensatory, statutory, treble damages, and punitive damages, as permitted by law;

5. An award to craigslist of its costs of suit, including, but not limited to, reasonable attorneys' fees, as permitted by law;

1 6. For such other relief as the Court deems just and proper.
2

3 July 20, 2012

PERKINS COIE LLP

4
5 By: 

CHRISTOPHER KAO

6 Attorneys for Plaintiff craigslist, Inc.
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues in the above-captioned action that are triable to a jury.

July 20, 2012

PERKINS COIE LLP

By: 

CHRISTOPHER KAO

Attorneys for Plaintiff craigslist, Inc.